

# EXHIBIT 2

COPY

<b>United States Bankruptcy Court</b> Southern District of New York Delphi Corporation et al. Claims Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue El Segundo, California 90245		<b>Administrative Claim Request Form</b>	
Debtor against which Administrative Claim is asserted : Delphi Corporation, et al. 05-44481		Case Name and Number In re Delphi Corporation, et al. 05-44481 Chapter 11, Jointly Administered	
<b>NOTE:</b> This form should not be used to make a claim in connection with a request for payment for goods or services provided to the Debtors prior to the commencement of the case. This Administrative Claim Request Form is to be used solely in connection with a request for payment of an administrative expense arising after June 1, 2009, pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) Fidelity Employer Services Company LLC  Name and Address Where Notices Should be Sent Pamela Smith Holleman Sullivan & Worcester LLP One Post Office Square Boston, MA 02109  Telephone No.  T: 617-338-3800		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your Administrative Claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		Check here if this Administrative Claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____	
<b>1. BASIS FOR ADMINISTRATIVE CLAIM</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) <input type="checkbox"/> Money loaned Your social security number _____ <input type="checkbox"/> Personal injury/wrongful death Unpaid compensation for services performed <input type="checkbox"/> Taxes from _____ to _____ <input type="checkbox"/> Other (Describe briefly) (date) (date)			
<b>2. DATE DEBT WAS INCURRED</b> Ongoing		<b>3. IF COURT JUDGMENT, DATE OBTAINED:</b>	
<b>4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM:</b> \$ 833,333.04 plus unliquidated claims as described in the attached addendum. <input type="checkbox"/> Check this box if Administrative Claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
<b>5. BRIEF DESCRIPTION OF ADMINISTRATIVE CLAIM</b> (attach any additional information): See attached Addendum to Administrative Claim and Notice of Reservation of Rights by Fidelity Employer Services Company LLC			
<b>6. CREDITS AND SETOFFS:</b> The amount of all payments on this Administrative Claim has been credited and deducted for the purpose of making this Administrative Claim request. In filing this Administrative Claim request, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY  <b>RECEIVED</b>  NOV 05 2009  KURTZMAN CARSON CONSULTANTS	
<b>7. SUPPORTING DOCUMENTS:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Any attachment must be 8-1/2" by 11". Copies will be provided upon request.			
<b>8. DATE-STAMPED COPY:</b> To receive an acknowledgement of the filing of your Administrative Claim, enclose a stamped, self-addressed envelope and copy of this Administrative Claim request.			
Date 11/4/09	Sign and print the name and title, if any, of the creditor or other person authorized to file this Administrative Claim (attach copy of power of attorney, if any) Fidelity Employer Services Company LLC, by its attorneys, Sullivan & Worcester LLP, by Pamela Smith Holleman <i>Pamela Smith Holleman</i> PH 4465		

Pamela Smith Holleman (PH 4465)  
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*Attorneys for Fidelity Employer Services  
Company LLC*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	)	Chapter 11
DELPHI CORPORATION, <i>et al.</i> ,	)	Case No. 05-44481 (RDD)
Debtors.	)	(Jointly Administered)

**ADDENDUM TO ADMINISTRATIVE CLAIM AND NOTICE OF RESERVATION  
OF RIGHTS BY FIDELITY EMPLOYER SERVICES COMPANY LLC**

Fidelity Employer Services Company LLC ("**FESCO**"), by its attorneys, hereby requests an administrative expense claim and gives notice of its reservation of all rights in respect of an Administrative Services Agreement dated as of May 14, 2004 (the "**Agreement**") that FESCO entered with Delphi Corporation ("**Delphi**", and together with its affiliated debtors, the "**Debtors**"), stating as follows:

1. FESCO and Delphi entered into the Agreement with respect to certain employee benefits, so-called "top hat" and employee welfare benefit plans (the "**Plans**"), as identified in Schedule E to the Agreement. FESCO is experienced in providing the services required under the Agreement.

2. FESCO has provided Delphi with all services required under the Agreement throughout Delphi's bankruptcy proceedings. Pursuant to paragraph 28 of the Plan Modification

Order entered by this Court on July 30, 2009, FESCO understands that the Agreement was assumed under the Debtors' plan of reorganization.

3. FESCO received correspondence in August and September 2009 from the Pension Benefit Guaranty Corporation (the "PBGC") stating that two of the Plans included in Schedule E to the Agreement were terminated on or about July 31, 2009,<sup>1</sup> but the PBGC has asked FESCO to continue to supply certain administrative services.

4. Under the Agreement, and consistent with Schedule B thereto, FESCO has the right to certain Administrative Service Fees, including a Termination Fee calculated and depending upon the year of termination of the Agreement (and the Unpaid Balance of the Implementation Fee, as defined in the Agreement). Under the Agreement, FESCO agreed to perform certain implementation services valued at \$2.5 Million in starting up its administrative services relating to the Plans, and agreed that Delphi could pay for those services over time under the Agreement. In the event of early termination of the Agreement, however, Delphi agreed to pay the remaining balance of the Implementation Fee in the form of a single Termination Fee. At the present time, if the Agreement were to be terminated as of the date hereof, the Termination Fee would be \$833,333.04, as set forth in **Exhibit 1** hereto (in addition to any other fees for services rendered prior to such termination that remain unpaid).

5. Upon inquiry to Debtors as to the status of the Agreement, Debtors advised FESCO that the Agreement was assumed and assigned to a third party. Upon requesting written evidence of said assumption and assessment, Debtors produced to FESCO an unsigned copy of an Assumption and Assignment Agreement with an entity identified as "Company Buyer," i.e.,

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<sup>1</sup> These two plans are the Delphi Retirement Program for Salaried Employees and the Delphi Hourly-Rate Employees' Pension Plan.

New Delphi I, LLC. The text of that agreement does reflect an assumption of certain Plan liabilities, but such assumption excludes other specified items, though there are exceptions to these exclusions to the extent of any obligations or liabilities defined as an Assumed Administrative Liability (and set forth on Schedule 1.1A of a certain Disposition Agreement). FESCO has not seen, and does not have a copy of the Disposition Agreement or Schedule 1.1A thereto.


6. In light of the PBGC's notification that two of the Plans referred to in the Agreement are terminated, and reserving all rights under the Agreement, FESCO hereby respectfully requests an administrative expense claim of not more than \$833,333.04 in respect of its Termination Fee, and such other amounts as are warranted for ongoing services under the Agreement, in the event, and if and to the extent, that the liabilities for its Administrative Service Fees (including the Termination Fee) have been assumed by the Debtors but not otherwise assigned *cum onere* to another responsible party.<sup>2</sup>

Dated: November 4, 2009

Respectfully submitted,

FIDELITY EMPLOYER SERVICES  
COMPANY LLC

By its attorneys,

  
/s/ Pamela Smith Holleman  
Pamela Smith Holleman (PH 4465)  
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<sup>2</sup> See, e.g., Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.), 78 F.3d 18, 25 (2d Cir. 1996) (granting administrative expense priority to claim arising under assumed agreement), superseded by statute on other grounds, 11 U.S.C. § 503(b)(7).

Of Counsel:

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# Exhibit 1

Early Termination Fees		
Name of Agreement	Date of Early Termination	Early Termination Fee
Administrative Services Agreement between Delphi Corporation and Fidelity Employer Services Company, LLC (DB/CISA Services agreement)	November, 2009	\$ 803,571.13
	December, 2009	\$ 773,809.22
	January, 2010	\$ 744,047.31
	February, 2010	\$ 714,285.40
	March, 2010	\$ 684,523.49
	April, 2010	\$ 654,761.58
	May, 2010	\$ 624,999.67
	June, 2010	\$ 595,237.76
	July, 2010	\$ 565,475.85
	August, 2010	\$ 535,713.94
	September, 2010	\$ 505,952.03
	October, 2010	\$ 476,190.12
	November, 2010	\$ 446,428.21
	December, 2010	\$ 416,666.30
	January, 2011	\$ 386,904.39
	February, 2011	\$ 357,142.48
	March, 2011	\$ 327,380.57
	April, 2011	\$ 297,618.66
	May, 2011	\$ 267,856.75
	June, 2011	\$ 238,094.84
	July, 2011	\$ 208,332.93
	August, 2011	\$ 178,571.02
	September, 2011	\$ 148,809.11
	December, 2011	\$ 119,047.20
	October, 2011	\$ 89,285.29
	November, 2011	\$ 59,523.38
	December, 2011	\$ 29,761.47
* This schedule assumes monthly payments of \$29,761.91 are received in months preceding termination		
* As of 11/3/09, \$833,333.04 was still outstanding.		



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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re

DELPHI CORPORATION, *et al.*,

Debtors.

Chapter 11

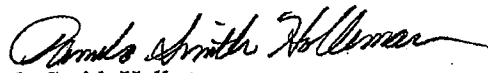
Case No. 05-44481 (RDD)

(Jointly Administered)

**CERTIFICATE OF SERVICE**

I, Pamela Smith Holleman, a partner with the law firm of Sullivan & Worcester LLP,  
counsel to Fidelity Employer Services Company LLC, hereby certify that on this date I caused an  
**Administrative Claim and Addendum to Administrative Claim and Notice of Reservation  
of Rights by Fidelity Employer Services Company LLC** to be filed and served by overnight  
mail upon the attached Notice List.

Dated: November 4, 2009

  
/s/ Pamela Smith Holleman  
Pamela Smith Holleman

**Notice List**

Delphi Corporation Claims Processing  
c/o Kurtzman Carson Consultants LLC  
2335 Alaska Avenue  
El Segundo, CA 90245

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